

EXHIBIT 1

3. By accepting this offer of judgment, Plaintiffs agree that the final disposition of this action is a condition of this offer of judgment.

4. Acceptance of this offer of judgment must be made by service of written notice of acceptance within fourteen days after service of this offer of judgment. Such written notice must accept the offer as stated, without qualification or variation. This offer of judgment shall be deemed withdrawn unless accepted within fourteen days after service of this offer.

5. If this offer is not accepted and the judgment obtained by Plaintiffs is not more favorable than the offer, Plaintiffs shall pay the costs, including reasonable attorneys' fees, incurred after the making of this offer.

6. By making this offer of judgment, Defendants Dorsey & Whitney LLP and Nathaniel H. Akerman do not waive, and expressly preserve, all claims and/or defenses available in this action.

Dated: February 4, 2021

Respectfully submitted,

/s/ Nathaniel H. Akerman

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I HERBY CERTIFY that on February 4, 2021, a true and correct copy of the foregoing was furnished by email to:

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/s/ Nathaniel H. Akerman
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